

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

**INTELLIGENT PAYMENTS,
LLC.**

Plaintiff,

v.

123 IT SUPPORT, INC., et al.

**CIVIL ACTION NO. 1:14-CV-
02634-LMM**

Defendants

**PLAINTIFF INTELLIGENT PAYMENTS, LLC'S INITIAL
DISCLOSURES**

COMES NOW, Plaintiff, Intelligent Payments, LLC. (hereafter "IPL" or "Plaintiff") and pursuant to Fed. R. Civ. P. 26(a)(1), makes the following initial disclosures while reserving the right to supplement same pursuant to Fed. R. Civ. P. 26(e).

(1) This action is one for breach of contract, indemnity and fraud.

Plaintiff alleges the Defendants are liable to Plaintiff for the losses suffered by Plaintiff due to the Defendants' conduct as further described below. Plaintiff is an independent sales organization that marketed and procured new

merchants for Global Payments Direct, Inc. (“Global”), a merchant processing services company. The business entity Defendants are merchants and/or customers that Plaintiff procured to utilize the merchant processing services of Global. The individual Defendants are principals of the business entity Defendants. Plaintiff alleges the Defendants processed credit card charges to Global resulting in commissions being paid to Defendants by Plaintiff. Plaintiff alleges the Defendants engaged in a scheme to collect the subject commissions on what were in reality, phantom or fraudulent sales that were subsequently withdrawn or cancelled as chargebacks causing significant damages to Plaintiff.

The legal issues to be tried are as follows:

Whether the Defendants are liable to Plaintiff for breach of contract.

Whether Defendants must indemnify Plaintiff for its liability to Global.

Whether Defendants are liable to Plaintiff for fraud.

(2) Legal principles applicable to this action include general principles of contract law, indemnity and fraud. Plaintiff reserves the right to supplement this section of its initial disclosures as discovery commences and is conducted in this action.

(3) Witness list attached as Attachment A.

(4) Plaintiff has not yet retained any expert with regard to this action but reserves the right to supplement this disclosure if and when any such expert is retained. As such, at present there is no Attachment B.

(5) Document list attached as Attachment C.

(6) Plaintiff's damages are comprised of all financial losses it incurred as a result of the conduct of the Defendants. Specifically Plaintiff avers that all costs of defense and settlement of the previously pending claim asserted by Global Payments against Plaintiff including attorneys fees and costs and expenses of litigation are recoverable from Defendants. Further, losses incurred by Plaintiff beyond the foregoing due to merchant fraud and excessive chargebacks are also recoverable from the Defendants. The exact amount of those damages will be provided by timely supplementation hereto. Nonetheless, Plaintiff currently believes its damages to be well in excess of two million dollars (\$2,000,000.00) Beyond the foregoing, Plaintiff will seek to recover damages for fraud in an amount to be determined by the enlightened conscience of an impartial jury. The documents supporting these claimed damages include contracts, financial records, correspondence files including e mails much of which documentation is currently stored electronically on a secure server maintained by Plaintiff's counsel. It is further believed that additional documentation relevant to Plaintiff's claimed damages is in the

possession and control of Global Payments as well as the Defendants. All non-privileged documentation maintained by Plaintiff will be made available for inspection and copying.

(7) Plaintiff is not currently aware of any insurance agreement(s) which may be relevant to its damages claims in this action.

(8) Plaintiff is not currently aware of any person or entity who have any subrogation interest as to Plaintiff's cause of action.

Respectfully submitted this 3rd day of November, 2016.

/s/ D. Michael Sweetnam
D. Michael Sweetnam
Georgia Bar No.: 694960
Attorney for Third Party Plaintiff Intelligent Payments LLC

SWEETNAM & SCHWARTZ, LLC
Suite 190
1200 ASHWOOD PARKWAY
Atlanta, Georgia 30338
Phone: (470) 767-8173
Fax: (770) 234-6779
dms@mseslegal.com

ATTACHMENT A

(Witness list)

1. Jeff Mains who may be contacted through Plaintiff's counsel.
2. Wesley Shutt who may be contacted through Plaintiff's counsel.
3. Jason Taylor
4. Jana Taylor
5. All Defendants in the instant action together with their employees, representatives and agents
6. Jamie Wissler (Utah Attorney General's Office)
7. Charles Yi (United States Secret Service)
8. Melissa Martini (Homeland Security)
9. Representatives of Global Payments

All of the foregoing will have information concerning the fraudulent activities of the Defendants and the financial losses suffered by the Plaintiff.

ATTACHMENT C

(Document list)

Plaintiff's electronic file concerning the transactions and relationships with which this action is concerned including but not limited to contracts, financial records, correspondence files, e mails much of which documentation is currently stored electronically on a secure server maintained by Plaintiff's counsel.

Documents in the possession and control of Global Payments.

Documents in the possession and control of the Defendants.

Documents in the possession and control of REVPROTECT, LLC

Documents in the possession and control of Jason Taylor

Documents in the possession and control of Jana Taylor

Documents contained within the files of the various government agencies (identified in the witness list) investigating some of the Defendants.

All pleadings and discovery in this action

All pleadings and discovery in the case of Intelligent Payments, LLC v. Revprotect et al, United States District Court, District Of Utah, Central Division, Case No. 2:15-cv-00410-DBP

The foregoing documentation contains information regarding the relationships between the Parties; the financial losses suffered by the

Plaintiff; the breaches of contract committed by the Defendants; and the fraudulent activities of some or all of the Defendants.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true and correct copy of the foregoing PLAINTIFF INTELLIGENT PAYMENTS, LLC'S INITIAL DISCLOSURES upon the following counsel of record by means of the Court's electronic case filing system:

| | | |
|--|-----------------------------|---------------------------------|
| A. Todd Merolla | <i>Via U.S. First Class</i> | Markee L. Squire |
| James S. Schell | <i>Mail</i> | The Squire Firm, LLC |
| Merolla & Gold, LLP | Wayne Savage | 7120 Northgreen Dr. NE |
| 75 14 th Street, Suite 2130 | 12814 W. Windsor Ave. | Sandy Springs, GA |
| Atlanta, GA 30309 | Avondale, AZ 85392 | 30328 |
| <i>Attorneys for 123 IT</i> | <i>Pro se</i> | <i>Attorney for Matrix Data</i> |
| <i>Support, Inc. and Adam</i> | | <i>Systems, Inc. and</i> |
| <i>Urban</i> | | <i>Raymond Pinter</i> |

Jason Coleman
Capitol Accounts
310 Billingsly Court
Franklin, TN 37067
Attorney for IPL

Sweetnam & Schwartz, LLC

/s/ D. Michael Sweetnam
D. Michael Sweetnam
Ga. Bar Number: 694960

Sweetnam & Schwartz, LLC,
1200 Ashwood Pkwy., Suite 190
Atlanta, Georgia 30338
Phone: (470) 767-8173
Facsimile: (770) 234-6779
Attorneys for Plaintiff